

**COMPLAINT INVESTIGATION SUMMARY**

COMPLAINT NUMBER:	2112.04
COMPLAINT INVESTIGATOR:	Jennifer Campbell
DATE OF COMPLAINT:	March 31, 2004
DATE OF REPORT:	April 28, 2004
REQUEST FOR RECONSIDERATION:	no
DATE OF CLOSURE:	May 28, 2004

**COMPLAINT ISSUES:**

Whether the Portage Township Schools and the Porter County Educational Interlocal violated:

511 IAC 7-30-3(x) by failing to implement a due process hearing settlement agreement.

During the course of this investigation an additional issue was discovered:

511 IAC 7-26-12(c) by failing to provide specialized OHI in-service training to the homebound service teacher.

**FINDINGS OF FACT:**

1. The Student is fourteen years old and in the sixth grade per parent's request. The Student is eligible for special education and related services as a student with a primary disability of Other Health Impairment (OHI). The Student's current placement is homebound services.
2. On May 2, 2003, the Complainant filed a request for a due process hearing. The School and the Complainant compromised and settled the Complainant's claims against the School and disposed of the pending Due Process Hearing Request by agreeing to the following: identify the Student as OHI with a secondary disability of learning disability; "provide homebound services to the Student in the amount of up to two hours per day Monday through Friday on days that the school is in session during the regular school year, as [Student] is able to tolerate in the best judgment of the Homebound Service Teacher, during the time that the Student's doctors certify that [Student] requires a homebound placement for medical reasons"; "provide occupational therapy and physical therapy one time every other week for thirty minutes on the days that school is in session during the regular school year"; "if [Student] is not in the home due to medical reasons, comply with its legal obligation to provide [Student] with educational services so long as he is receiving medical treatment in the State of Indiana and the [family] remain residents of [School District]."
3. The Complainant asserts that the School has not provided OHI in-service training to the Student's current Homebound Service Teacher. The first Homebound Service Teacher received OHI in-service training from the Director on September 30, 2004, from 8:00-9:30 a.m. The current Homebound Service Teacher received OHI in-service training from the previous Homebound Service Teacher on March 15, 2004. They met to review the Student's progress and the ramifications of his seizure disorder as it pertains to academic instruction.

4. The Complainant alleges the School has not provided homebound education services five days a week for up to two hour each day to the Student. The Student received homebound services on the following dates: October 1, 6, 8, 10, 14, and 20, 2003. The Student did not receive services during the Fall break on October 23, and 24, 2003. The Student was out of state November 3-14, 2003. Homebound services resumed on November 19; December 2, 3, 5, 16, 2003. The Student did not receive services during Winter break, December 22, 2003-January 2, 2004. Homebound services resumed on January 7, 8, 12, 13, 19, 23, 26, February 3, 4, 5, and 11, 2004. There was no school on February 13, and the Student was out of town February 16-20, 2004. The Homebound Service Teacher resigned on February 26, so the Student did not receive services for nine days while the School found another Homebound Service Teacher for the Student. The Student did not receive services during Spring break, March 22-26, 2004. Homebound services resumed on March 16, through March 29, 30, 31, April 1 and 2, 2004.
5. The Complainant did not answer the door or call to cancel the homebound services on the following dates: October 2, 7, 9, 13, 15, 22, 27, November 18, 20, 21, 24, 25, 26, December 1, 4, 8, 9, 11, 12, 16, 17, 18, 2003, and December 5, 6, 14, 15, 16, 20, 21, 22, 27, 29, 30, February 2, 6, 9, March 19, 22, and 23, 2004. The Complainant notified the School of the following cancellations of homebound services: October 3, 16, 17, 28-31, December 19, 2003, and January 28, February 12, March 17, 18, and April 5, 2004.
6. The Complainant alleges the public agency has not provided the Student physical therapy or occupational therapy every other week for thirty minutes each. The Physical Therapist and the Occupational Therapist provided therapy for back-to-back sessions on the same days. The Therapists provided services on the following dates: October 15, 27, 2003, and January 19, February 2, and March 1, 2004. The Therapists arrived at the home for services and the Complainant did not answer the door nor call to cancel the sessions on October 8, December 8, 2003, and January 5, March 15, 2004. The Complainant canceled the following sessions: October 22, November 24, 2003, and February 2, and March 29, and April 7, 2004. The Student was out of state on November 3-14, 2003, and February 16-20, 2004. The Student did not receive services during the following School breaks: October 23, and 24, 2003; December 22, 2003-January 2, 2004; February 13, 2004; and March 22-26, 2004.

## **CONCLUSION**

1. Findings of Facts #1 to #6 show that the School made available to the Student the services identified in the due process hearing settlement agreement consisting of homebound educational services, physical therapy, and occupational therapy. Therefore, no violation of 511 IAC 7-30-3(x) is found.
2. Findings of Fact #3 show that School has provided the in-service training to the current homebound service teacher. Therefore, no violation of 511 IAC 7-26-12(c) is found.

**The Department of Education, Division of Exceptional Learners requires no corrective action based on the Findings of Fact and Conclusions listed above.**